



## ABSOLUTE REAL ESTATE AUCTION

Tuesday, April 11<sup>th</sup> @ 2:30pm

Auction held on-site at:  
23 West Second Street  
Franklin, Ohio 45005

**NO Minimum & NO RESERVE!**

**Internet  
Bidding  
Available**



**Internet Bidding Available @ [www.OhioRealEstateAuctions.com](http://www.OhioRealEstateAuctions.com)**

**Description:** 5,720+ SF free-standing, block-construction building. 178.5 feet of frontage on OH-73/ 2nd Street. Zoned C-3 Commercial District. Building features 6 overhead doors (two 8x10, two 8x12, one 8x8, one 8x16); Gas furnace and AC on 2 parcels totaling 0.75 acres. Built in 1950. Located 1.5 miles from Interstate-75 on State Route 73. Traffic count at SR 73 and 123- 19,570. Tax Appraised at \$143,000. Sells to the highest bidder **REGARDLESS OF PRICE!**

**Warren County PID's:** 0432379019 & 042379020      **Annual Taxes & Assessments:** \$3,167.82

**Inspections:** Wednesday, April 5<sup>th</sup> & Saturday April 8<sup>th</sup> 11:00am to 12:00pm both days.

**Terms:** Sells Absolutely to the highest bidder regardless of price. As-Is; No contingencies for financing or inspection; 10% Buyer's premium in effect; Short tax proration; Buyer pays all closing costs; Warranty Deed at closing with no liens or encumbrances.

**Deposit and Closing:** Successful bidder will be required to deposit 10% of the total contract price by cash or check with proper ID PAYABLE to Ohio Real Estate Auctions which will be transferred to M & M Title and serve as your non-refundable deposit. Close on or before April 28, 2017.

**Realtor Participation:** Commission available to Ohio Licensee representing a successful bidder who closes on transaction. To collect a commission, Realtor's must: 1) Register your bidder no less than 24 hours prior to auction; 2) Accompany your client to the scheduled Inspection; 3) Accompany your client to the auction; 4) Guide buyer to closing. **NOTE:** If bidding online, you must register your client with auctioneer prior to client's online registration.

**Tim Lile, CAI – Auctioneer; (937)689-1846; [timlileauctioneer@gmail.com](mailto:timlileauctioneer@gmail.com)  
[www.OhioRealEstateAuctions.com](http://www.OhioRealEstateAuctions.com)**

**Disclaimer:** Information contained herein was obtained from sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC, Auctioneers, nor their agents will be responsible for any errors or omissions regarding information provided by same. Announcements made at the auction will take precedence over written material or any other statements made prior to the auction. Buyers should carefully verify all information and make their own decision as to the accuracy thereof before relying on same.

Property Summary


Parcel ID Parcel Seq	0432379019 0	Current Owner	WILSON JULIA L.	Property Value As Of	01-01-2016
Account Number	2139316	Property Address	23 W SECOND ST FRANKLIN 45005	Ownership As Of Tax Data As Of	03-07-2017 03-07-2017
Legal Description	OUT LOT LOT: 387-390 0 ACRES	State Use Code	0499 - OTHER COMMERCIAL STRUCTURES	Census Tract	303.00
Tax District	21 - FRANKLIN CITY FCSD	Neighborhood ID	040004	Ohio Public School District Number	8304
		School District	FRANKLIN CSD	<a href="#">Click Here For Neighborhood Sales</a>	

Summary

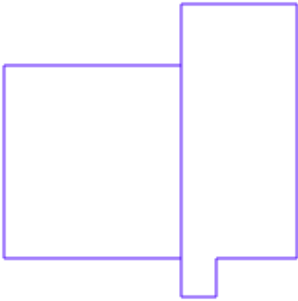
Summary

- Building Details
- Tax Info
- Payments/Refunds
- Sales History
- Value History
- Land Records
- Outbuildings
- Yard Items
- Memos
- Recorder Data

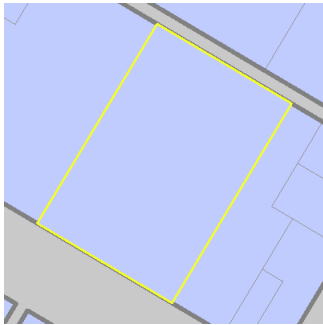
[View All Photos](#)



Click on photo to view enlargement



Click on sketch to view details



Click image to link to map

Multiple Buildings Found

Building Type	Construction Year	Occupancy Type	Living Area	Building ID	Sketch
<a href="#">Comm</a>	1940	GCI	2727	2	<a href="#">View Sketch</a>
<a href="#">Comm</a>	1983	GCI	3000	3	<a href="#">View Sketch</a>

Value Summary

CURRENT VALUE AS OF 01-01-2016			
Valuation	True Value		Assessed Value
Land		\$61,920	\$21,670
Building		\$65,500	\$22,930
Total		\$127,420	\$44,600
CAUV		\$0	-

Tax Summary

Tax Year 2016				
	First Half	Second Half	Delinquent	Total Charge
Total Net Tax	\$1,392.16	\$1,392.16	\$0.00	\$2,784.32
Penalty	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$16.46	\$16.46	\$0.00	\$32.92
SA Penalty	\$0.00	\$0.00	\$0.00	\$0.00

Warren County Property Search

Adders	\$0.00	\$0.00	\$0.00	\$0.00
Remitters	\$0.00	\$0.00	\$0.00	\$0.00
Paid	\$1,408.62	\$0.00	\$0.00	\$1,408.62
Refunded	\$0.00	\$0.00	\$0.00	\$0.00
Due	\$0.00	\$1,408.62	\$0.00	\$1,408.62
Aug Tax Interest				\$0.00
Aug SA Interest				\$0.00
Dec Tax Interest				\$0.00
Dec SA Interest				\$0.00
Def Tax Interest				\$0.00
Def SA Interest				\$0.00
Amount Due				\$1,408.62

### Property Summary

Parcel ID Parcel Seq	0432379020 0	Current Owner	WILSON JULIA L.	Property Value As Of	01-01-2016
Account Number	2134691	Property Address	23 W SECOND ST FRANKLIN 45005	Ownership As Of Tax Data As Of	03-07-2017 03-07-2017
Legal Description	OUT LOT LOT: 391 0 ACRES	State Use Code	0400 - VACANT COMMERCIAL LAND	Census Tract	303.00
Tax District	21 - FRANKLIN CITY FCSD	Neighborhood ID	040004	Ohio Public School District Number	8304
		School District	FRANKLIN CSD	<a href="#">Click Here For Neighborhood Sales</a>	

### Summary

#### Summary

- Building Details
- Tax Info
- Payments/Refunds
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[View All Photos](#)



Click on photo to view enlargement

**No Sketch Found  
For Selected Property**

Click on sketch to view details



Click image to link to map

Last Sale Amount                      \$0                      Last Sale Date                      03/27/2006

#### Value Summary

#### CURRENT VALUE AS OF 01-01-2016

Valuation	True Value	Assessed Value
Land	\$15,850	\$5,550
Building	\$0	\$0
Total	\$15,850	\$5,550
CAUV	\$0	-

#### Tax Summary

#### Tax Year 2016

2016 ▼

	First Half	Second Half	Delinquent	Total Charge
Total Net Tax	\$173.24	\$173.24	\$0.00	\$346.48
Penalty	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$2.05	\$2.05	\$0.00	\$4.10
SA Penalty	\$0.00	\$0.00	\$0.00	\$0.00
Adders	\$0.00	\$0.00	\$0.00	\$0.00
Remitters	\$0.00	\$0.00	\$0.00	\$0.00
Paid	\$175.29	\$0.00	\$0.00	\$175.29

Warren County Property Search

Refunded	\$0.00	\$0.00	\$0.00	\$0.00
Due	\$0.00	\$175.29	\$0.00	\$175.29
Aug Tax Interest				\$0.00
Aug SA Interest				\$0.00
Dec Tax Interest				\$0.00
Dec SA Interest				\$0.00
Def Tax Interest				\$0.00
Def SA Interest				\$0.00
Amount Due				\$175.29



**Ohio Real Estate Auctions, LLC**  
**CONTRACT TO PURCHASE AT PUBLIC AUCTION**

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: April 11, 2017

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser agrees to purchase from the undersigned Owner (Seller) through *Ohio Real Estate Auctions, LLC*, (Broker), the following described real estate in Warren County, OH and more commonly known as:

**23 W. Second St., Franklin, Ohio 45005; Warren County PID's: 0432379019 & 042379020**

2. **PRICE AND DEPOSIT:** Purchaser agrees to pay the **High Bid Amount of \$ \_\_\_\_\_** plus a **10% Buyer Premium of \$ \_\_\_\_\_** for a **Total Contract Price of \$ \_\_\_\_\_** for the subject Real Estate. **A Non-Refundable Down Payment of \$ \_\_\_\_\_ (10% of Total Contract Price)** is to be paid to & deposited by Escrow Agent upon acceptance and applied toward the Total Contract Price at closing. In the event this transaction does not close for any reason other than non-marketable title or as otherwise agreed by ALL parties, Purchaser agrees that the Down Payment shall be disbursed by Escrow Agent as provided for in paragraph 5 below, **UNLESS** Escrow Agent & Broker are previously notified in writing by purchaser that litigation has been filed with a Court of Competent Jurisdiction (a copy of the filing must be attached).
3. **BALANCE & CLOSING:** The balance of the Total Contract Price shall be paid in the form required by Escrow Agent on or before **28 April 2017**. The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary without penalty to the Seller.
4. Transaction will close through: **M&M Title Co; 7925 Paragon Road, Dayton, Oh. 45459; (937)434-7366; Tyna Brown; tbrown@mmtitle.com**
5. **OBTAINING FINANCING:** This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
6. **BINDING OBLIGATION:** Purchaser is **buying the property As-Is, Where-Is and Without Recourse**. If Purchaser fails to close for any reason whatsoever, except a non-marketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable to Seller for any deficiency, plus court costs and reasonable legal fees, resulting from any subsequent resale of the property. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Purchaser fails to perform according to the terms of this contract, the down payment shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any of Seller's further remedies. Either party may demand specific performance of this agreement.
7. **OWNER'S CERTIFICATION:** Seller(s) certifies to Purchaser that, to the best of Seller's knowledge: (A) there are no undisclosed latent defects; (B) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except \_\_\_\_\_; (C) there are no City, County or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been performed, except \_\_\_\_\_.  
Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Purchaser. All Inspections must be completed prior to Auction. **PURCHASER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE AUCTIONEERS/BROKER INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.**
8. **INDEMNITY:** Seller and Purchaser recognize that the AUCTIONEERS/BROKER are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the Auctioneers/Broker, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
9. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by **General Warranty** deed with release of dower right, if any, **AND SUBJECT TO THE RIGHTS OF THE TENANTS**, if any, under existing leases and State Law. Title shall be free and unencumbered as of Closing, except restrictions and easements of record and except the following assessments (certified or otherwise): **of record**.

10. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on possession, the Real Estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing, the real Estate shall not be repaired or restored by and at the Sellers expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his option, may terminate this contract by written notice to Seller and the Down Payment Shall be returned to Purchaser. While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from date of this contract. Purchaser is hereby notified that insurance should be placed upon the property immediately to protect Purchasers' interest.
11. **DISCLOSURE:**  Buyer  Seller - is a licensed Real Estate Broker or Sales Person.
12. **POSSESSION:** Possession shall be given at closing subject to Tenants' Rights, with deed. (Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities.) No work can be done on the property by the Purchaser until possession is given.
13. **AGENCY DISCLOSURE STATEMENT:** Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement.
14. **SOLE CONTRACT:** The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this offer shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original offer. This offer shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
15. **TERMS:** The property sells absolutely to the highest bidder on Auction Day subject to no minimum and no reserve.
16. **\$ \_\_\_\_\_ (10% of Total Contract Price)** must be deposited by successful bidder upon Seller Confirmation as down payment by Cash or Check (presented with positive I.D). This non-refundable down payment will be applied to the Total Purchase Price at closing and will be held in trust by M & M Title Company as escrow agent.
17. **BUYER'S PREMIUM:** A 10% Buyer Premium will be added to the high bid amount to determine the Total Contract Price to be paid by Purchaser.
18. **TAXES:** Real Estate taxes will be prorated using the Short Proration Method. In this formula, Buyer will assume accrued taxes for a 6 month period of time in which the Seller owned the property.
19. This property is being sold at Public Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues. Information presented online and in all other marketing materials was obtained via sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Auction Firm reserves the right to bid on behalf of the sellers. Auctioneer reserves the right to bid on behalf of himself at any auction. The Seller and Auctioneers/Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
20. Auctioneers/Broker hereby acknowledge that they represent the Seller. An Agency Disclosure Statement must be signed by the Purchaser.
21. Purchaser shall be responsible for all transfer taxes, recording fees, title search, and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and guarantees to convey a good and marketable title. The  Purchaser,  Seller,  split 50/50, is responsible for survey cost, if a survey is required for a transfer. **\*Purchaser is responsible for all other costs associated with closing.**
22. By bidding, Purchaser agrees to waive their right to rescind this Contract to Purchase.
23. Real Estate is sold through Ohio Real Estate Auctions, LLC.
24. **OTHER:**

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25. **EXPIRATION AND APPROVAL:** Accepted

27. **MAKE DEED TO:** (print) \_\_\_\_\_

*Purchaser has read, fully understands and approves the foregoing Contract To Purchase and acknowledges receipt of a signed copy.*

Print

Sign

Date

PURCHASER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

PHONE NUMBERS: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

WITNESS: \_\_\_\_\_

28. **ACTION BY OWNER:** The undersigned Seller has read and fully understands the foregoing offer and hereby:  Accepts said offer and agrees to convey the Real Estate according to the above terms and conditions,  Rejects said offer, or  Counteroffers according to the modifications initialed by Seller(s). Counteroffer shall become null and void if not accepted in writing on or before \_\_\_\_\_ o'clock  A.M.  P.M. EASTERN STANDARD TIME on \_\_\_\_\_, 20\_\_\_\_. Seller acknowledges that Agency Disclosure Statement has been signed.

29. **SELLING FEES AND EXPENSES:** Seller is to pay an auction selling fee and reimburse agreed expenses as per the Auction Contract.

Print

Sign

Date

SELLER: \_\_\_\_\_

SELLER: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

PHONE NUMBERS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

30. **DEPOSIT RECEIPT:** DATE: April 11, 2017 Ohio Real Estate Auctions, LLC hereby acknowledges receipt of: \$ \_\_\_\_\_

Cash  Cashier's Check# \_\_\_\_\_  Check # \_\_\_\_\_

Bank Name: \_\_\_\_\_ made payable to **Ohio Real Estate Auctions & to be transferred to M & M Title** as down payment in accordance with the terms herein provided.

31. **BUYER BROKER COMPENSATION:** Co-Op Brokerage Name: \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_ X 2% \$ \_\_\_\_\_

CO-OP AGENT NAME

OPENING BID

CO-OP AGENT SIGNATURE

PLUS \$ \_\_\_\_\_ X 1% \$ \_\_\_\_\_ = \$ \_\_\_\_\_

BID ADVANCE

AGENT PHONE \_\_\_\_\_ AGENT EMAIL \_\_\_\_\_







## Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at 23 W. Second St., Franklin, Ohio 45005; Warren County  
PID's: 0432379019 & 042379020 under the terms and conditions of the attached Contract to Purchase At  
Public Auction dated: April 11, 2017.

As part of this transaction I am to make a down payment of money to "Ohio Real Estate Auctions" who will then transfer that money to M & M Title Company who will hold the money until closing.

I understand that the funds I have provided to Ohio Real Estate Auctions/M & M Title Company are to be used as part of the purchase price. However, in the event I do not close on this property, I irrevocably instruct M & M Title Company to disburse my down payment as required under paragraph 2 of the contract; see below.

Paragraph 2 states:

2. **PRICE AND DEPOSIT:** Purchaser agrees to pay the **High Bid Amount of \$\_\_\_\_\_** plus a **10% Buyer Premium of \$\_\_\_\_\_** for a **Total Contract Price of \$\_\_\_\_\_** for the subject Real Estate. **A Non-Refundable Down Payment of \$\_\_\_\_\_ (10% of Total Contract Price)** is to be paid to & deposited by Escrow Agent upon acceptance and applied toward the Total Contract Price at closing. In the event this transaction does not close for any reason other than non-marketable title or as otherwise agreed by ALL parties, Purchaser agrees that the Down Payment shall be disbursed by Escrow Agent as provided for in paragraph 5 below, **UNLESS** Escrow Agent & Broker are previously notified in writing by purchaser that litigation has been filed with a Court of Competent Jurisdiction (a copy of the filing must be attached).

Pursuant to paragraph 2, upon written instructions from the Broker and the authority granted in this Irrevocable Letter of Instruction I authorize and approve M & M Title Company to follow the instructions from the Broker as to the distribution of my down payment.

Further, I agree to hold M & M Title Company & Ohio Real Estate Auctions harmless for any such expenditures to any individuals or entities.

I have reviewed the Contract to Purchase Prior To Public Auction dated April 11, 2017, and this Irrevocable Letter of Instruction:

1. I understand the terms and conditions of both documents.
2. I am voluntarily entering these agreements.
3. I realize that this authorization could result in none of my down payment being returned to me.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_